

DIRECTOR OF HUMAN RESOURCES EMPLOYMENT AGREEMENT

This Agreement is entered into this 2nd day of February, 2016 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and Timothy G. Werdmann, an individual (the "Director of Human Resources") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Timothy G. Werdmann as Director of Human Resources of the City of Hamilton, Ohio and Timothy G. Werdmann has recognized and acknowledged the responsibilities and duties of the Director of Human Resources.

NOW, THEREFORE, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

SECTION 1 – DUTIES

Effective January 1, 2016, the City employs Director of Human Resources on the terms and conditions stated below to act as Director of Human Resources for the City of Hamilton, Ohio. Director of Human Resources shall satisfactorily perform the duties of Director of Human Resources as more fully described in the job description for this position (attached), which may be revised from time to time, and perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2 – AT-WILL EMPLOYMENT

Either the Director of Human Resources or the City may terminate the employment relationship with the City at any time, for any reason, with or without cause. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

SECTION 3 – TERMINATION AND SEVERANCE PAY

A. In the event Director of Human Resources is terminated by the City prior to five (5) years of service during such time that the Director of Human Resources is willing and able to perform the duties of the Director of Human Resources, then in that event the City agrees to pay Director of Human Resources a lump sum cash payment equal to six (6) month's aggregate salary at the then current rate of pay, and provide six (6) months of family health, dental and vision benefits coverage, if desired by the Director of Human Resources, six (6) months of life insurance coverage, and payment of accrued but unused vacation leave and holiday leave.

B. Provided however, that in the event Director of Human Resources is terminated because of fraud, misappropriation, embezzlement or acts of similar dishonesty, conviction of a felony involving moral turpitude, illegal use of drugs or excessive use of alcohol in the

workplace, intentional and willful misconduct that may subject the City to criminal liability, or his criminal conviction of any illegal act involving personal gain to him or moral turpitude on his part, then the City shall have no obligation to pay the compensation as set forth in Paragraph A of this Section 3.

For purposes of this Agreement, termination shall be considered to have occurred when:

1. The City Manager terminates employment of Director of Human Resources for reasons not included in Section 3B, paragraph 1, above.
2. If the City Manager unilaterally amends the role, powers, duties, authority, responsibilities of the Director of Human Resource's position that substantially changes the requirements of the position from those reflected in the position description, the Director of Human Resources shall have the right to declare such amendments constitute termination;
3. If the City reduces the base salary, compensation or any other financial benefit of the Director of Human Resources, unless such reduction is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination with severance to be paid at the salary in effect prior to the reduction in compensation or benefits;
4. If the Director of Human Resources resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the Director of Human Resources may declare termination as of the date of the suggestion.
5. Breach of contract declared by either party with a thirty (30) day cure period for either Director of Human Resources or City.
6. In the event Director of Human Resources voluntarily resigns his position with the City then Director of Human Resources shall give the City a minimum of thirty (30) days advance written notice unless the parties agree otherwise. Failure to provide proper notice will relieve the City of its obligation to pay the compensation as set forth in Paragraph A of this Section 3.

SECTION 4 – SALARY

Upon commencing employment, City agrees to pay Director of Human Resources for his services rendered pursuant hereto an annual base salary of One Hundred Twenty Thousand Four Hundred Eleven Dollars (\$120,411.00), less applicable taxes and withholdings.

The City agrees to increase said base salary in such amounts and to such an extent as the City Manager shall recommend or the City Council may determine is desirable for the Director of Human Resources classification in Schedule A.

SECTION 5 – HOURS OF WORK AND FLEX DAY

It is recognized that Director of Human Resources will work a minimum of forty (40) hours per week and must devote a great deal of his time outside the normal workweek and normal work hours to the business of the City. To that end, Director of Human Resources may work a minimum of two (2) days per month at a flexible location, depending on work

requirements, approval of the City Manager, and provided that the Director of Human Resources fulfills his job duties.

SECTION 6 – VACATION, HOLIDAYS, AND SICK LEAVE

A. Director of Human Resource's vacation leave shall be calculated consistent with the Codified Ordinances. Director of Human Resources shall be entitled to sick leave as set forth in the Codified Ordinances. Director of Human Resources shall be entitled to holiday leave benefits as set forth in the Codified Ordinances. Director of Human Resources shall use said vacation, holiday and sick leave in accordance with applicable City ordinances and policies.

SECTION 7 – HEALTH BENEFITS

City agrees to provide health benefits for the Director of Human Resources and his spouse and dependents equal to and upon the same terms as are provided to other full-time City employees who are not represented by a collective bargaining agreement.

SECTION 8 – RETIREMENT

City agrees to make regular periodic payments to the State of Ohio Public Employees Retirement System in the amount required by law and as provided for other full-time employees.

SECTION 9 – DUES AND SUBSCRIPTIONS

City agrees to budget and pay the professional dues and subscriptions of Director of Human Resources necessary for his full participation in national, regional, state, and local Human Resources Management associations as well as to pay any fees or dues (including costs associated with Continuing Education requirements) associated with the Director of Human Resource's maintenance of a license to practice law in the State of Ohio and the Director of Human Resources' maintenance of an SPHR or equivalent professional certification. Provided, the total for all such fees, dues, and costs shall not exceed \$3,500 annually unless specifically authorized by the City Manager in advance. Dues and subscriptions for other organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City may be approved by City Manager.

SECTION 10 – PROFESSIONAL DEVELOPMENT

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Director of Human Resources for professional and official travel, meetings, and occasions adequate to continue the professional development of Director and to adequately pursue necessary official and other functions for the City. Provided, the total for all such travel and associated expenses shall not exceed \$1,500 annually unless specifically authorized by the City Manager in advance.

B. City also agrees to budget and pay for the travel and subsistence expenses of Director of Human Resources for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City, as may be approved by the City Manager.

C. Payment under this Section shall be in accordance with applicable City ordinances and attendance at meetings or seminars involving overnight stay or travel other than by automobile and continuing education at the college or university level must receive prior notification to the City Manager. It is understood that travel to and attendance at approved meetings, courses or seminars shall be considered "work" for purposes of Section 5, above.

SECTION 11 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Director of Human Resources, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Hamilton, Ohio or any other applicable law.

SECTION 12 – GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the Parties and may only be amended by future written agreement of the Parties. This Agreement sets forth all compensation and benefits of the Director of Human Resources, and no other compensation or benefits are contemplated by this Agreement aside from those set forth in Chapter 181 of the Codified Ordinances of the City of Hamilton payable to other City employees. To the extent that any provisions in this Agreement conflict with ordinances of the City, this Agreement shall supersede ordinances in conflict thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

C. This Agreement shall be effective upon its execution by Director of Human Resources and the City's representatives.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

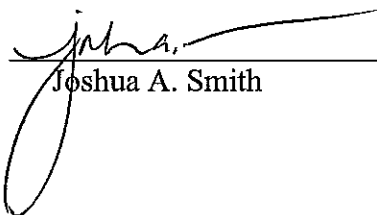
F. If the Director of Human Resources is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than one hundred eighty (180) days, then the City may terminate this Agreement and Director of Human Resource's employment without any obligation on the City's part to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

G. If Director of Human Resources dies during the term of employment, City shall pay to the estate of the Director of Human Resources the compensation which would otherwise be payable to the Director of Human Resources up to the date on which his death occurs; provided, however, that the City shall have no obligation to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Timothy G. Werdmann have signed and executed this Agreement on the date and year first stated above.


CITY OF HAMILTON, OHIO

By: 
Joshua A. Smith

TIMOTHY G. WERDMANN

By: 
Timothy G. Werdmann

Approved as to form:


Law Director